

## 9.0 SUBMISSION FORMS AND CERTIFICATIONS

Section 9.0 contains:

### **Appendix A:Proposal Cover Sheet**

Appendix A must be included with each proposal submitted.

### **Appendix B:Project Summary Form**

Appendix B must be included with each proposal submitted. Don't include proprietary or classified information in the project summary form.

### **Appendix C:Cost Proposal Outline**

A cost proposal following the format in Appendix C must be included with each proposal submitted.

### **Appendix D: Fast Track Application Form**

A new DoD pilot program that provides interim funding and speeds Phase II award process for projects that attract third party funding.

### **Appendix E: Company Commercialization Report**

A report that identifies each Phase II SBIR and/or STTR project your firm has received. All Phase I and Phase II proposals must include a Company Commercialization Report.

### **Reference A:Model Agreement for the Allocation of Intellectual Property and Follow-on Rights**

*This is only a model* provided as a guideline for the small business in the development of an agreement that allocates intellectual property rights and rights to follow-on research, development, or commercialization between the small business and the research institution (see Section 3.4.o for more details). The small business is not required to use this model agreement, in whole or part, for its agreement with the research institution. A written agreement between the small business and research institution need not be submitted with the proposal, but must be available upon request.

### **Reference B:Proposal Receipt Notification Form**

### **Reference C:Directory of Small Business Specialists**

### **Reference D:SF 298 Report Documentation Page**

### **Reference E: DoD SBIR/STTR Mailing List Form**

### **Reference F: List of Eligible FFRDCs**

TOPIC NUMBER:	PROPOSAL TITLE:	
PRINCIPAL INVESTIGATOR:		PI TELEPHONE:
PROPOSED COST:	PHASE I OR II:	PROPOSED DURATION IN MONTHS:

CERTIFICATION:	YES	
	NO	
Is the FIRM a small business as described in section 2.3?	<input type="checkbox"/>	<input type="checkbox"/>
Is the INSTITUTION a research institution as defined in section 2.4?	<input type="checkbox"/>	<input type="checkbox"/>
Is the FIRM a socially and economically disadvantaged business as defined in section 2.5? (Collected for statistical purposes only)	<input type="checkbox"/>	<input type="checkbox"/>
Is the FIRM a woman-owned small business as described in section 2.6? (Collected for statistical purposes only)	<input type="checkbox"/>	<input type="checkbox"/>
Number of employees in the FIRM including all affiliates:	-----	
Has this proposal has been submitted to other government agencies or DoD components?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, list the names of the agency or component and topic number below:		

restriction. The data subject to this restriction is contained on the pages of the proposal listed on the line below.

PROPRIETARY  
INFORMATION: \_\_\_\_\_

SIGNATURE OF PRINCIPAL INVESTIGATOR	DATE	SIGNATURE OF CORPORATE OFFICIAL	DATE	SIGNATURE OF INSTITUTION OFFICIAL	DATE
-------------------------------------	------	---------------------------------	------	-----------------------------------	------

Nothing on this page is classified or proprietary information/data  
Proposal page No. 1

INSTRUCTIONS FOR COMPLETING APPENDIX A  
AND APPENDIX B

General:

DOD Components employ automated optical devices to record STTR proposal information. Therefore the proposal cover sheet (Appendix A) and the project summary (Appendix B) should be TYPED without proportional spacing using one of the following type styles:

Courier 12,10 or 12 pitch  
Courier 71 10 pitch  
Elite 71  
Letter Gothic 10 or 12 pitch  
OCR-B 10 or 12 pitch  
Pica 72 10 pitch  
Prestige Elite 10 or 12 pitch  
Prestige Pica 10 Pitch

Whenever a numerical value is requested type the numerical character (i.e. in "Proposed Duration" type 6 NOT six).

When typing address information use the two alphabet characters used by the Post Office for the state, DO NOT SPELL OUT THE FULL STATE NAME (i.e. type NY not New York or N.Y.).

The original proposal (with forms) plus (4) complete copies must be submitted (see Section 6).

Carefully align the forms in the typewriter using the underlines as a guide. The forms are printed to accommodate standard typewriter spacing.

**Request for Copies:**

Black and white copies of this form are acceptable. Additional original red forms may be obtained from your State SBIR Organization (Reference D) or:

Defense Technical Information Center  
ATTN: DTIC-SBIR  
8725 John J Kingman Road, Suite 0944  
Ft. Belvoir, VA 22060-6218  
(800) 363-7247 (800 DOD-SBIR)

**U.S. DEPARTMENT OF DEFENSE**  
**SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM**  
**PROPOSAL COVER SHEET**

Failure to fill in all appropriate spaces may cause your proposal to be disqualified

TOPIC NUMBER:	PROPOSAL TITLE:	
PHASE I OR II PROPOSAL:	FIRM NAME:	PRINCIPAL INVESTIGATOR:
<p>TECHNICAL ABSTRACT (Limit your abstract to 200 words with no classified or proprietary information/data)</p>		
<p>ANTICIPATED BENEFITS/POTENTIAL COMMERCIAL APPLICATIONS OF THE RESEARCH OR DEVELOPMENT</p>		
<p>KEYWORDS (List a maximum of 8 Keywords that describe the project)</p>		

Nothing on this page is classified or proprietary information/data  
Proposal page No. 2

INSTRUCTIONS FOR COMPLETING APPENDIX A  
AND APPENDIX B

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Courier 71 10 pitch  
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Pica 72 10 pitch  
Prestige Elite 10 or 12 pitch  
Prestige Pica 10 Pitch

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## APPX B



U.S. DEPARTMENT OF DEFENSE  
**SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM**  
**COST PROPOSAL**

**Background:**

The following items, as appropriate, should be included in proposals responsive to the DoD Solicitation Brochure.

**Cost Breakdown Items** (in this order, as appropriate):

1. Name of offeror
2. Home office address
3. Location where work will be performed
4. Title of proposed effort
5. Topic number and topic title from DoD Solicitation Brochure
6. Total dollar amount of the proposal
7. Direct material costs
  - a. Purchased parts (dollars)
  - b. Subcontracted items (dollars)
  - c. Other
    - (1) Raw material (dollars)
    - (2) Your standard commercial items (dollars)
    - (3) Interdivisional transfers (at other than cost dollars)
  - d. Total direct material (dollars)
8. Material overhead (rate \_\_\_\_\_ % x total direct material = dollars)
9. Direct labor (specify)
  - a. Type of labor, estimated hours, rate per hour and dollar cost for each type
  - b. Total estimated direct labor (dollars)
10. Labor overhead
  - a. Identify overhead rate, the hour base and dollar cost
  - b. Total estimated labor overhead (dollars)
11. Special testing (include field work at government installations)
  - a. Provide dollar cost for each item of special testing
  - b. Estimated total special testing (dollars)
12. Special equipment
  - a. If direct charge, specify each item and cost of each
  - b. Estimated total special equipment (dollars)
13. Travel (if direct charge)
  - a. Transportation (detailed breakdown and dollars)
  - b. Per diem or subsistence (details and dollars)
  - c. Estimated total travel (dollars)
14. Consultants
  - a. Identify each, with purpose, and dollar rates
  - b. Total estimated consultants costs (dollars)
15. Other direct costs (specify)
  - a. Total estimated direct cost and overhead (dollars)
16. General and administrative expense
  - a. Percentage rate applied
  - b. Total estimated cost of G&A expense (dollars)
17. Royalties (specify)
  - a. Estimated cost (dollars)
18. Fee or profit (dollars)
19. Total estimate cost and fee or profit (dollars)
20. The cost breakdown portion of a proposal must be signed by a responsible official, and the person signing must have typed name and title and date

of signature must be indicated.

21. On the following items offeror must provide a yes or no answer to each question.

a.Has any executive agency of the United State Government performed any review of your accounts or records in connection with any other government prime contract or subcontract within the past twelve months? If yes, provide the name and address of the reviewing office, name of the individual and telephone extension.

b.Will you require the use of any government property in the performance of this proposal? If yes, identify.

c.Do you require government contract financing to perform this proposed contract? If yes, then specify type as advanced payments or progress payments.

22. Type of contract proposed, either cost-plus-fixed-fee or firm-fixed price. APPX C

**U.S. DEPARTMENT OF DEFENSE**  
**SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM**  
**FAST TRACK APPLICATION FORM**

Failure to fill in all appropriate spaces may cause your proposal to be disqualified

**FAST TRACK PROGRAM QUALIFICATIONS** (see Section 4.4 of the solicitation for detailed explanation)

To qualify for the STTR Fast-Track, a company must submit the following items, at least 60 days prior to completion of its Phase I project, to the same address the company would send its Phase II proposal (see back):

- (1) This application form, completed (please also send a copy to OSD SBIR/STTR -- see back);
- (2) A commitment letter from an independent third-party investor indicating that the third-party investor will match both interim and Phase II STTR funding, in cash, at the matching rate noted below (under Business Certification);
- (3) A concise statement of work for the Interim STTR effort (if an interim option was not negotiated on the Phase I contract) -- under 4 pages in length;
- (4) A concise report on the status of the Phase I project (if required by the DoD component that is funding the project) -- under 4 pages in length;

In addition:

- (1) The company must submit its Phase II proposal no later than 30 days prior to completion of its Phase I project (unless a different deadline for submission of fast-track Phase II proposals is specified in the Phase II proposal instructions of the sponsoring DoD component).
- (2) If the company receives an interim and/or Phase II STTR award from DoD, its matching funds must arrive before corresponding installments of STTR funds are released (see Section 4.4 for explanation)

TOPIC #:	CONTRACT #:	PHASE I COMPLETION DATE:
PHASE I TITLE:		
FIRM:		
STREET:		
CITY:	STATE:	ZIP:
RESEARCH INSTITUTION:		

**BUSINESS CERTIFICATION:**

- |  | YES                      | NO                       |                                  |
|--|--------------------------|--------------------------|----------------------------------|
| <p>➤ Do you have 10 or fewer employees <u>and</u> have never received a Phase II SBIR or STTR award from the federal government (including DoD)?</p> <p>(If YES, the minimum Third Party matching rate is <u>25 cents for every STTR dollar</u>)</p> | <input type="checkbox"/> | <input type="checkbox"/> | 25¢:\$1 <input type="checkbox"/> |
| <p>➤ Have you received 5 or more Phase II SBIR or STTR awards from the federal government (including DoD)?</p> <p>(If YES, the minimum Third Party matching rate is <u>\$1 for every STTR dollar</u>)</p>  | <input type="checkbox"/> | <input type="checkbox"/> | \$1:\$1 <input type="checkbox"/> |
| <p>If you answered NO to both questions, the minimum Third Party matching rate is <u>50 cents for every STTR dollar</u>.</p>   |                          |                          | 50¢:\$1 <input type="checkbox"/> |

DOD STTR AGENCY:	THIRD PARTY INVESTOR:
PROPOSED STTR INTERIM COST:	3RD PARTY INTERIM FUNDING:
PROPOSED STTR PHASE II COST:	3RD PARTY PHASE II FUNDING:

FIRM CORPORATE OFFICIAL	THIRD PARTY INVESTOR CORPORATE OFFICIAL
NAME:	NAME:
TITLE:	TITLE:
TELEPHONE:	TELEPHONE:
SIGNATURE: DATE:	SIGNATURE: DATE:

Nothing on this page is classified or proprietary information/data  
Application page No. 1

## **INSTRUCTIONS FOR COMPLETING APPENDIX D**

### **General:**

The Fast Track Application Form (Appendix D) should be typed in either a 10 or 12 characters per inch font.

Carefully align the forms in the typewriter using the underlines as a guide.

When typing address information use the two alphabet characters used by the Post Office for the state (i.e. type NY not I).

### **Submission:**

Submit all items to the same address you would send your Phase II proposal. This will be listed in the Phase II proposal instructions sent to you at the start of your Phase I project. (If you do not yet have the Phase II proposal instructions, please contact your DoD contracting officer.)

**IMPORTANT:** Also, please send a copy of this application form, when completed, to OSD SBIR/STTR, 3061 Defense Pentagon, Room 2A338, Washington, DC 20301-3061. Do not submit other items to OSD SBIR/STTR.

### **Request for Copies:**

Black and white copies of this form are acceptable. Additional original red forms may be obtained from your State SBIR Organization (Reference D) or:

Defense Technical Information Center  
ATTN: DTIC-SBIR  
8725 John J Kingman Road, Suite 0944  
Ft. Belvoir, VA 22060-6218  
(800) 363-7247 (800 DOD-SBIR)

## APPX D

U.S. DEPARTMENT OF DEFENSE  
**SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM**  
**COMPANY COMMERCIALIZATION REPORT**

Failure to fill in all appropriate spaces may cause your proposal to be disqualified

FIRM

NAME: \_\_\_\_\_  
 \_\_\_\_\_

MAIL

ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 \_\_\_\_\_

- How many Phase II SBIR or STTR awards has your firm received from the Federal Government (including DoD)?  
 (The answer "none" will not affect your ability to obtain an SBIR award.) \_\_\_\_\_
- If your firm has received 5 or more Phase II SBIR and/or STTR awards from the Federal Government and the first award was received prior to Jan. 1, 1991, what percentage of your firm's revenues during your last fiscal year is Federal SBIR and/or STTR funding (Phase I and/or II)? \_\_\_\_\_
- Identify each Phase II SBIR and/or STTR project your firm has received and, for each project, provide the total revenue to date from resulting sales of new products to DoD or its prime contractors, other government agencies, and private sector customers. Also provide total non-SBIR, non-STTR funding received from government and private sector sources to further develop the SBIR or STTR technology (including R&D, manufacturing, marketing, etc.). Apportion sales revenue and non-SBIR, non-STTR funding among the various Phase II projects without double-counting. (See back for further instruction.) \_\_\_\_\_

Agency: \_\_\_\_\_ Topic Number: \_\_\_\_\_ Contract

Number: \_\_\_\_\_

Project

Title: \_\_\_\_\_  
 \_\_\_\_\_

DoD/Primes Sales: \_\_\_\_\_ Other Gov't Sales: \_\_\_\_\_ Private \_\_\_\_\_ Sector

Sales: \_\_\_\_\_

non-SBIR/STTR Gov't Funds: \_\_\_\_\_ non-SBIR/STTR Private Sector Funds: \_\_\_\_\_

Agency: \_\_\_\_\_ Topic Number: \_\_\_\_\_ Contract

Number: \_\_\_\_\_

Project

Title: \_\_\_\_\_  
 \_\_\_\_\_

DoD/Primes Sales: \_\_\_\_\_ Other Gov't Sales: \_\_\_\_\_ Private \_\_\_\_\_ Sector

Sales: \_\_\_\_\_

non-SBIR/STTR Gov't Funds: \_\_\_\_\_ non-SBIR/STTR Private Sector Funds: \_\_\_\_\_

Agency: \_\_\_\_\_ Topic Number: \_\_\_\_\_ Contract

Number: \_\_\_\_\_

Project

Title: \_\_\_\_\_

DoD/Primes Sales: \_\_\_\_\_ Other Gov't Sales: \_\_\_\_\_ Private \_\_\_\_\_ Sector  
Sales: \_\_\_\_\_

non-SBIR/STTR Gov't Funds: \_\_\_\_\_ non-SBIR/STTR Private Sector Funds: \_\_\_\_\_

Agency: \_\_\_\_\_ Topic Number: \_\_\_\_\_ Contract

Number: \_\_\_\_\_

Project

Title: \_\_\_\_\_

DoD/Primes Sales: \_\_\_\_\_ Other Gov't Sales: \_\_\_\_\_ Private \_\_\_\_\_ Sector  
Sales: \_\_\_\_\_

non-SBIR/STTR Gov't Funds: \_\_\_\_\_ non-SBIR/STTR Private Sector Funds: \_\_\_\_\_

Agency: \_\_\_\_\_ Topic Number: \_\_\_\_\_ Contract

Number: \_\_\_\_\_

Project

Title: \_\_\_\_\_

DoD/Primes Sales: \_\_\_\_\_ Other Gov't Sales: \_\_\_\_\_ Private \_\_\_\_\_ Sector  
Sales: \_\_\_\_\_

non-SBIR/STTR Gov't Funds: \_\_\_\_\_ non-SBIR/STTR Private Sector Funds: \_\_\_\_\_

FIRM CORPORATE OFFICIAL

NAME: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_

FAX: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF FIRM CORPORATE OFFICIAL

\_\_\_\_\_  
DATE



## INSTRUCTIONS FOR COMPLETING APPENDIX E

### General:

The Company Commercialization Report (Appendix E) shall NOT be counted toward proposal page count limitations.

Appendix E should be the last page(s) of your proposal.

Use as many Appendix E forms as needed to report ALL Phase II projects. (Make black and white copies of this form, if necessary.) If multiple pages are submitted, fill in the "Page \_\_\_ of \_\_\_" in the lower right corner.

Type in either a 10 or 12 characters per inch font.

Carefully align the forms in the typewriter using the underlines as a guide.

Use the Post Office two-letter abbreviation for the state (i.e. type NY not New York).

### Definitions:

Sales -sales of products resulting from the technology associated with this Phase II project. Sales also includes the sale of technology or rights. Specify the sales revenue in dollars (1) to the DoD and/or DoD prime contractors, (2) to other government agencies (federal, state, local and/or foreign), and (3) to the private sector. Include sales made by your firm as well as by other firms that may have acquired the SBIR or STTR developed technology.

non-SBIR/STTR funding - non-SBIR/non-STTR government or private sector funds to further develop the technology (including R&D, manufacturing, marketing, etc.) associated with this Phase II project.

Apportion sales/funding - If two or more Phase II projects contributed to a single products or technology right that has been sold or received non-SBIR, non-STTR funding, divide proportionately the sales or funding among the contributing projects. For example, Phase II projects A and B lead to the sale of a new product "Widget" to the Army for a total of \$10 million and to retail software stores for \$12 million. Under the heading "DoD/Primes Sales:" put \$5 million and under the heading "Private Sector Sales:" put \$6 million for both Phase II projects A and B.

### Submission:

ALL Phase I and Phase II proposals must include a Company Commercialization Report (Appendix E). Please do not submit supplemental material.

### Request for Copies:

Black and white copies of this form are acceptable. Additional original red forms may be obtained from your State SBIR Organization (Reference D) or:

Defense Technical Information Center  
ATTN: DTIC-SBIR  
8725 John J Kingman Road, Suite 0944  
Ft. Belvoir, VA 22060-6218  
(800) 363-7247 (800 DOD-SBIR)

APPX E

# SMALL BUSINESS TECHNOLOGY TRANSFER (STTR) PROGRAM

## ALLOCATION OF RIGHTS IN INTELLECTUAL PROPERTY AND RIGHTS TO CARRY OUT FOLLOW-ON RESEARCH, DEVELOPMENT, OR COMMERCIALIZATION

(This is only a model)

This Agreement between \_\_\_\_\_, a small business concern organized as a \_\_\_\_\_ under the laws of \_\_\_\_\_ and having a principal place of business at \_\_\_\_\_, ("SBC") and \_\_\_\_\_, a research institution having a principal place of business at \_\_\_\_\_, ("RI") is entered into for the purpose of allocating between the parties certain rights relating to an STTR project to be carried out by SBC and RI (hereinafter referred to as the "PARTIES") under an STTR funding agreement that may be awarded by \_\_\_\_\_ ("AGENCY") to SBC to fund a proposal entitled "\_\_\_\_\_," submitted, or to be submitted, to AGENCY by SBC on or about \_\_\_\_\_, 199\_\_.

### 1. Applicability of this Agreement.

- (a) This Agreement shall be applicable only to matters relating to the STTR project referred to in the preamble above.
- (b) If a funding agreement for an STTR project is awarded to SBC based upon the STTR proposal referred to in the preamble above, SBC will promptly provide a copy of such funding agreement to RI, and SBC will make a subaward to RI in accordance with the funding agreement, the proposal, and this Agreement. If the terms of such funding agreement appear to be inconsistent with the provisions of this Agreement, the PARTIES will attempt in good faith to resolve any such inconsistencies. However, if such resolution is not achieved within a reasonable period, SBC shall not be obligated to award nor RI to accept the subaward. If a subaward is made by SBC and accepted by RI, this Agreement shall not be applicable to contradict the terms of such subaward or of the funding agreement awarded by AGENCY to SBC except on the grounds of fraud, misrepresentation, or mistake, but shall be considered to resolve ambiguities in the terms of the subaward.
- (c) The provisions of this Agreement shall apply to any and all consultants, subcontractors, independent contractors, or other individuals employed by SBC or RI for the purposes of this STTR project.

### 2. Background Intellectual Property.

- (a) "Background Intellectual Property" means property and the legal right therein of either or both parties developed before or independent of this Agreement including inventions, patent applications, patents, copyrights, trademarks, mask works, trade secrets and any information embodying proprietary data such as technical data and computer software.
- (b) This Agreement shall not be construed as implying that either party hereto shall have the right to use Background Intellectual Property of the other in connection with this STTR project except as otherwise provided hereunder.
- (1) The following Background Intellectual Property of SBC may be used nonexclusively and, except as noted, without compensation by RI in connection with research or development activities for this STTR project (if "none" so state):  
\_\_\_\_\_;
- (2) The following Background Intellectual Property of RI may be used nonexclusively and, except as noted, without compensation by SBC in connection with research or development activities for this STTR project (if "none" so state):  
\_\_\_\_\_;

- \_\_\_\_\_;
- (3) The following Background Intellectual Property of RI may be used by SBC nonexclusively in connection with commercialization of the results of this STTR project, to the extent that such use is reasonably necessary for practical, efficient and competitive commercialization of such results but not for commercialization independent of the commercialization of such results, subject to any rights of the Government therein and upon the condition that SBC pay to RI, in addition to any other royalty including any royalty specified in the following list, a royalty of \_\_\_\_% of net sales or leases made by or under the authority of SBC of any product or service that embodies, or the manufacture or normal use of which entails the use of, all or any part of such Background Intellectual Property (if "none" so state):
- \_\_\_\_\_.

### 3. Project Intellectual Property.

- (a) "Project Intellectual Property" means the legal rights relating to inventions (including Subject Inventions as defined in 37 CFR § 401), patent applications, patents, copyrights, trademarks, mask works, trade secrets and any other legally protectable information, including computer software, first made or generated during the performance of this STTR Agreement.
- (b) Except as otherwise provided herein, ownership of Project Intellectual Property shall vest in the party whose personnel conceived the subject matter or first actually reduced the subject matter to practice, and such party may perfect legal protection therein in its own name and at its own expense. Jointly made or generated Project Intellectual Property shall be jointly owned by the PARTIES unless otherwise agreed in writing. The SBC shall have the first option to perfect the rights in jointly made or generated Project Intellectual Property unless otherwise agreed in writing.
- (1) The ownership, including rights to any revenues and profits, resulting from any product, process, or other innovation or invention based on the cooperative shall be allocated between the SBC and the RI as follows:  
SBC Percent: \_\_\_\_\_ RI Percent: \_\_\_\_\_
- (2) Expenses and other liabilities associated with the development and marketing of any product, process, or other innovation or invention shall be allocated as follows:  
SBC Percent: \_\_\_\_\_ RI Percent: \_\_\_\_\_
- (c) The PARTIES agree to disclose to each other, in writing, each and every Subject Invention, which may be patentable or otherwise protectable under the United States patent laws in Title 35, United States Code. The PARTIES acknowledge that they will disclose Subject Inventions to each other and the awarding agency within \_\_\_\_\_ months after their respective inventor(s) first disclose the invention in writing to the person(s) responsible for patent matters of the disclosing Party. All written disclosures of such inventions shall contain sufficient detail of the invention, identification of any statutory bars, and shall be marked confidential, in accordance with 35 U.S.C. § 205.
- (d) Each party hereto may use Project Intellectual Property of the other nonexclusively and without compensation in connection with research or development activities for this STTR project, including inclusion in STTR project reports to the AGENCY and proposals to the AGENCY for continued funding of this STTR project through additional phases.
- (e) In addition to the Government's rights under the Patent Rights clause of 37 CFR § 401.14, the PARTIES agree that the Government shall have an irrevocable, royalty free, nonexclusive license for any governmental purpose in any Project Intellectual Property.
- (f) SBC will have an option to commercialize the Project Intellectual Property of RI, subject to any rights of the Government therein, as follows--
- (1) Where Project Intellectual Property of RI is a potentially patentable invention, SBC will have an exclusive option for a license to

such invention, for an initial option period of \_\_\_\_ months after such invention has been reported to SBC. SBC may, at its election and subject to the patent expense reimbursement provisions of this section, extend such option for an additional \_\_\_\_ months by giving written notice of such election to RI prior to the expiration of the initial option period. During the period of such option following notice by SBC of election to extend, RI will pursue and maintain any patent protection for the invention requested in writing by SBC and, except with the written consent of SBC or upon the failure of SBC to reimburse patenting expenses as required under this section, will not voluntarily discontinue the pursuit and maintenance of any United States patent protection for the invention initiated by RI or of any patent protection requested by SBC. For any invention for which SBC gives notice of its election to extend the option, SBC will, within \_\_\_\_ days after invoice, reimburse RI for the expenses incurred by RI prior to expiration or termination of the option period in pursuing and maintaining (i) any United States patent protection initiated by RI and (ii) any patent protection requested by SBC. SBC may terminate such option at will by giving written notice to RI, in which case further accrual of reimbursable patenting expenses hereunder, other than prior commitments not practically revocable, will cease upon RI's receipt of such notice. At any time prior to the expiration or termination of an option, SBC may exercise such option by giving written notice to RI, whereupon the parties will promptly and in good faith enter into negotiations for a license under RI's patent rights in the invention for SBC to make, use and/or sell products and/or services that embody, or the development, manufacture and/or use of which involves employment of, the invention. The terms of such license will include: (i) payment of reasonable royalties to RI on sales of products or services which embody, or the development, manufacture or use of which involves employment of, the invention; (ii) reimbursement by SBC of expenses incurred by RI in seeking and maintaining patent protection for the invention in countries covered by the license (which reimbursement, as well as any such patent expenses incurred directly by SBC with RI's authorization, insofar as deriving from RI's interest in such invention, may be offset in full against up to \_\_\_\_ of accrued royalties in excess of any minimum royalties due RI); and, in the case of an exclusive license, (iii) reasonable commercialization milestones and/or minimum royalties.

- (2) Where Project Intellectual Property of RI is other than a potentially patentable invention, SBC will have an exclusive option for a license, for an option period extending until \_\_\_\_ months following completion of RI's performance of that phase of this STTR project in which such Project Intellectual Property of RI was developed by RI. SBC may exercise such option by giving written notice to RI, whereupon the parties will promptly and in good faith enter into negotiations for a license under RI's interest in the subject matter for SBC to make, use and/or sell products or services which embody, or the development, manufacture and/or use of which involve employment of, such Project Intellectual Property of RI. The terms of such license will include: (i) payment of reasonable royalties to RI on sales of products or services that embody, or the development, manufacture or use of which involves employment of, the Project Intellectual Property of RI and, in the case of an exclusive license, (ii) reasonable commercialization milestones and/or minimum royalties.
- (3) Where more than one royalty might otherwise be due in respect of any unit of product or service under a license pursuant to this Agreement, the parties shall in good faith negotiate to ameliorate any effect thereof that would threaten the commercial viability of the affected products or services by providing in such license(s) for a reasonable discount or cap on total royalties due in respect of any such unit.

#### **4. Follow-on Research or Development.**

All follow-on work, including any licenses, contracts, subcontracts, sublicenses or arrangements of any type, shall contain appropriate provisions to implement the Project Intellectual Property rights provisions of this agreement and insure that the PARTIES and the Government obtain and retain such rights granted herein in all future resulting research, development, or commercialization work.

#### **5. Confidentiality/Publication.**

(a) Background Intellectual Property and Project Intellectual Property of a party, as well as other proprietary or confidential information of a party, disclosed by that party to the other in connection with this STTR project shall be received and held in confidence by the receiving party and, except with the consent of the disclosing party or as permitted under this Agreement, neither

used by the receiving party nor disclosed by the receiving party to others, provided that the receiving party has notice that such information is regarded by the disclosing party as proprietary or confidential. However, these confidentiality obligations shall not apply to use or disclosure by the receiving party after such information is or becomes known to the public without breach of this provision or is or becomes known to the receiving party from a source reasonably believed to be independent of the disclosing party or is developed by or for the receiving party independently of its disclosure by the disclosing party.

(b) Subject to the terms of paragraph (a) above, either party may publish its results from this STTR project. However, the publishing party will give a right of refusal to the other party with respect to a proposed publication, as well as a \_\_\_\_ day period in which to review proposed publications and submit comments, which will be given full consideration before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to \_\_\_\_ additional days for preparation and filing of a patent application which the reviewing party has the right to file or to have filed at its request by the publishing party.

## **6. Liability.**

(a) Each party disclaims all warranties running to the other or through the other to third parties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and freedom from infringement, as to any information, result, design, prototype, product or process deriving directly or indirectly and in whole or part from such party in connection with this STTR project.

(b) SBC will indemnify and hold harmless RI with regard to any claims arising in connection with commercialization of the results of this STTR project by or under the authority of SBC. The PARTIES will indemnify and hold harmless the Government with regard to any claims arising in connection with commercialization of the results of this STTR project.

## **7. Termination.**

(a) This agreement may be terminated by either Party upon \_\_\_\_ days written notice to the other Party. This agreement may also be terminated by either Party in the event of the failure of the other Party to comply with the terms of this agreement.

(b) In the event of termination by either Party, each Party shall be responsible for its share of the costs incurred through the effective date of termination, as well as its share of the costs incurred after the effective date of termination, and which are related to the termination. The confidentiality, use, and/or non-disclosure obligations of this agreement shall survive any termination of this agreement.

**AGREED TO AND ACCEPTED--**

### **Small Business Concern**

By:\_\_\_\_\_ Date:

Print name:

Title:

### **Research Institution**

By:\_\_\_\_\_ Date:

Print name:

Title:

RECEIPT NOTIFICATION

TO: \_\_\_\_\_  
(Fill in firm name)

\_\_\_\_\_  
(street)

\_\_\_\_\_  
(city, state ZIP)

SUBJECT: STTR Solicitation No. 96  
Topic No.  
(Fill in Topic No.)

This is to notify you that your proposal in response to the subject solicitation and topic number has been received by

\_\_\_\_\_  
(Fill in name of organization to which you will send your proposal)

\_\_\_\_\_  
Signature by receiving organization      Date      \_\_\_\_\_



REF B

## DIRECTORY OF SMALL BUSINESS SPECIALISTS

Associate Directors of Small Business assigned at Defense Contract Management Districts (DCMD) and Defense Contract Management Area Operations (DCMAO):

**DCMD WEST**

(800) 325-3419

**ATTN: Renee Deavens****222 N. Sepulveda Blvd., Suite 1107****El Segundo, CA 90245-4394****(800) 233-6521 (Toll Free CA Only)****(800) 624-7372 (Toll Free-AK,HI,ID,MT,NV,OR,WA)****(310) 335-3260****(310) 335-4443 (FAX)**

DCMC San Francisco

ATTN: Joan Fosbery

1265 Borregas Ave.

Sunnyvale, CA 94089

(408) 541-7042

DCMC Phoenix

ATTN: Clarence Fouse

The Monroe School Building

215 N. 7th Street

Phoenix, AZ 85034-1012

(602) 379-6170 (ext 231 or 229)

DCMC San Diego

ATTN: Marvie Bowlin

7675 Dagget Street, Suite 100

San Diego, CA 92111-2241

(619) 637-4922

DCMC Chicago

ATTN: Greg Wynne

O'Hare International Airport

10601 W. Higgins Road, PO Box 66911

Chicago, IL 60666-0911

(312) 825-6021

DCMC Seattle

ATTN: Alice Toms

3009 112th Ave., NE, Suite 200

Bellvue, WA 98004-8019

(206) 889-7317/7318

DCMC Denver

ATTN: Robert Sever

Orchard Place 2, Suite 200

5975 Greenwood Plaza Blvd.

Englewood, CO 80110-4715

(303) 843-4381

(800) 722-8975 (ext 165)

DCMC Santa Ana

ATTN: Laura Robello

34 Civic Center Plaza, PO Box C-12700

Santa Ana, CA 92172-2700

(714) 836-2913 (ext. 659 or 661)

DCMC Twin Cities

ATTN: Otto Murry

3001 Metro Drive, Suite 200

Bloomington, MN 55425-1573

(612) 335-2003

DCMC Van Nuys

ATTN: Dianne Thompson

6230 Van Nuys Boulevard

Van Nuys, CA 91401-2713

(818) 756-4444 (ext. 201)

DCMC Wichita

ATTN: George Luckman

U.S. Courthouse Suite D-34

401 N. Market Street

Wichita, KS 67202-2095

(316) 269-7137

DCMC St. Louis

ATTN: William Wilkins

1222 Spruce Street

St. Louis, MO 63103-2811

(314) 331-5476

DCMC Dallas

ATTN: Jerome W. Anderson  
1200 Main St., Rm. 640  
P.O. Box 50500  
Dallas, TX 75202-4399  
(214) 670-9205

DCMC San Antonio  
ATTN: Thomas J. Bauml  
615 E. Houston St.  
P.O. Box 1040  
San Antonio, TX 78294

**DCMD EAST (DCMDE-DU)**  
**ATTN: John T. McDonough**  
**495 Summer Street, 8th Floor**  
**Boston, MA 02210-2184**  
**(617) 753-3243**  
**(617) 753-3174 (FAX)**  
**E-Mail: bdu1078@dcrbab.dla.mil**

DCMC Atlanta (DCMDE-GADU)  
ATTN: Sandra Scanlan  
805 Walker Street  
Marietta, GA 30060-2789  
(770) 590-6197  
(770) 590-6551 (FAX)  
E-Mail: sscanlan@dcmds.dla.mil

DCMC Lockheed Martin Marietta (LASC) DCMDE-RLA  
ATTN: Erma A. Peacock  
86 South Cobb Drive, Building B-2  
Marietta, GA 30063-0260  
(770) 494-2016  
(770) 494-7883 (FAX)

DCMC Baltimore (DCMDE-GTDU)  
ATTN: Gregory W. Prouty  
200 Towsontown Blvd, West  
Towson, MD 21204-5299  
(410) 339-4809  
(410) 339-4990 (FAX)  
E-Mail: gprouty@balt8.dcmds.dla.mil

DCMC Birmingham (DCMDE-GLDU)  
ATTN: Lola B. Alexander  
Burger Phillips Center  
1910 3rd Ave, N.  
Suite 201  
Birmingham, AL 35203-2376  
(205) 716-7403  
(205) 716-7836 (FAX)  
E-Mail: lbalexander@dcmds.dla.mil

DCMC Boston, DCMDE-GFDU  
ATTN: Philip R. Varney  
495 Summer Street  
Boston, MA 02210-2184  
(617) 753-3467/4110  
(617) 753-4005  
E-Mail: pvarney@dcrb.dla.mil

DCMC Clearwater, North Florida DCMDE-GCDU

REF C

ATTN: Jim Masone  
Gadsen Building, Suite 200  
9549 Coger Blvd  
St. Petersburg, FL 33702-2455  
(813) 579-3015  
(813) 579-3107 (FAX)

DCMC Cleveland, DCMDE-GZDU  
ATTN: Herman G. Peaks  
555 E 88th Street  
Cleveland, OH 44199-2064  
(216) 522-5446  
(216) 522-6029 (FAX)  
E-Mail: bgz9205@dcro.dla.mil

DCMC Dayton, DCMDE-GYDU  
ATTN: Thomas E. Watkins  
Gentile Station  
1001 Hamilton Street  
Dayton, OH 45444-5300  
(513) 296-5150  
(513) 296-5631 (FAX)  
E-Mail: twatkins@dayton.dcro.dla.mil

DCMC Detroit, DCMDE-GJDU  
ATTN: David C. Boyd  
Warren, MI 48397-5000  
(810) 574-4474  
(810) 574-7552 (FAX)  
E-Mail: dboyd@detroit.dcro.dla.mil

DCMD Grand Rapids, DCMDE-GMDU  
ATTN: George Harrison  
Riverview Center Building  
678 Front Street, NW  
Grand Rapids, MI 49504-5352  
(616) 456-2620  
(616) 456-2646 (FAX)  
E-Mail: gharrison@gg-link.dcrb.dla.mil

DCMC Hartford, DCMDE-GUDU  
ATTN: Carl Cromer  
130 Darlin Street  
East Hartford, CT 06108  
(860) 291-7705  
(860) 291-7992 (FAX)

DCMC Long Island, DCMDE-GGDU  
ATTN: Eileen Kelly  
605 Stewart Street  
Garden City  
Long Island, New York 11530-4761  
(516) 228-5722  
(516) 228-5938 (FAX)  
E-Mail: bvc2251@garden.dcrn.dla.mil

DCMC Indianapolis, DCMDE-GIDU

8899 E 56th Street  
Indianapolis, IN 46249-5701  
(317) 542-2015  
(317) 542-2348 (FAX)

DCMC New York DCMC-GNDU  
ATTN: John Castellane  
Ft. Wadsworth  
207 New York Avenue  
Staten Island, NY 10305-5013  
(718) 390-1016  
(718) 390-1020 (FAX)  
E-Mail: [bvn3724@dcrna1.dcm.dla.mil](mailto:bvn3724@dcrna1.dcm.dla.mil)

DCMC Orlando, DCMDE-GODU  
ATTN: Victor Irizarry  
3555 Maguire Blvd  
Orlando, FL 32803-3726  
(407) 228-5113  
(407) 228-5312 (FAX)  
E-Mail: [virizarry@dcmds.dla.mil](mailto:virizarry@dcmds.dla.mil)

DCMC Pittsburgh, DCMDE-GPDU  
ATTN: Richard Spanard  
1612 Wm Moorehead Federal Building  
1000 Liberty Avenue  
Pittsburgh, PA 15222-4190  
(412) 644-5926  
(412) 644-5907 (FAX)  
E-Mail: [qg6640@pitt1.dcmdm.dla.mil](mailto:qg6640@pitt1.dcmdm.dla.mil)

DCMC Springfield, DCMDE-GXDU  
ATTN: Sylvia Liggions  
Bldg 1, ARDEC  
Picatinny, NJ 07806-5000  
(201) 724-8204  
(201) 724-2496 (FAX)

DCMC Philadelphia, DCMDE-GDDU  
ATTN: Julia Graciano  
2800 South 20th Street  
P.O. Box 7699  
Philadelphia, PA 19101  
(215) 737-5818  
(215) 737-3598/7046  
E-Mail: [bgd8957@dcasma1.dcmdm.dla.mil](mailto:bgd8957@dcasma1.dcmdm.dla.mil)

DCMC Reading, DCMDE-GRDU  
ATTN: Thomas Knudsen  
1125 Berkshire Blvd., Suite 160  
Reading, PA 19610-1249  
(610) 320-5012  
(610) 320-5075 (FAX)  
E-Mail: [tknudsen@reading.dcmdm.dla.mil](mailto:tknudsen@reading.dcmdm.dla.mil)

REF C

DCMC Stratford, DCMDE-GBDU

ATTN: Otis Wade

550 Main Street

Stratford, CT 06497-7574

(203) 385-4416

(203) 385-4357 (FAX)

E-Mail: owade@dcrb.dla.mil

DCMC Syracuse, DCMDE-GSDU

ATTN: Ralph Vinciguerra

615 Erie Blvd, West

Syracuse, NY 13204

(315) 448-7897

(315) 448-7914 (FAX)

E-Mail: rvinciguerra@syraa1.dcrb.dla.mil

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DoD/ARPA	Carnegie Mellon University	Software Engineering Institute (SEI) Carnegie Mellon University Pittsburgh, PA 15213-3890 Dr. Larry Druffle
DoD/AF	Massachusetts Institute of Technology	Lincoln Laboratory 244 Wood Street P.O. Box 73 Lexington, MA 02173-9108 Mr. Walter E. Morrow
DoE	EG&G Idaho Inc.; Rockwell International Corp.; Argonne National Lab; Westinghouse Electric Corp.	Idaho National Engineering Laboratory PO Box 1625 Idaho Falls, ID 83415 Mr. A.A. Protolo (208) 526-8318
DoE	Rockwell International Corp.	Energy Technology Engineering Center Rockwell International Corp. 6633 Canoga Avenue, MST038 Canoga Park, CA 91304 Mr. Clark Gibbs (818) 710-6300
DoE	Martin Marietta Energy Systems, Inc.	Oak Ridge National Laboratory PO Box 2008 Oak Ridge, TN 37831-6255 Dr. Alvin W. Trivelpiece (615) 576-2900
DoE	AT&T Technologies, Inc.	Sandia National Laboratory ATTN: 7 Technologies, Inc. Albuquerque, NM 87185 Mr. Al Narath (505) 844-5678
DoE	Westinghouse Electric Corp.	Savannah River Laboratory Westinghouse Electric Corp. Aiken, SC 29808 Mr. Richard Begley (803) 725-7400
DoE	Iowa State University of Science and Technology	Ames Laboratory Iowa State University Ames, IA 50011

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Federal Agency	Administered by	FFRDC
		Dr. Thomas J. Barton (515) 294-2770
DoE	University of Chicago	Argonne National Laboratory 9700 South Cass Ave. Argonne, IL 60439 Mr. Alan Schriesheim (708) 972-2000
DoE	Associated Universities, Inc.	Brookhaven National Laboratory Associated Universities, Inc. Upton, NY 11973 Dr. N.P. Samios (516) 282-2123 Ms. Mary Healey (516) 282-3179
DoE	Southwest Universities Research Association	Continuous Electron Beam Accelerator Facility 1200 Jefferson Ave. Newport News, VA 23606 Dr. Herman Grunder (804) 249-7100
DoE	University of California	Lawrence Berkeley Laboratory University of California Berkeley, CA 94720 Dr. Shank (415) 486-4000
DoE	University of California	Lawrence Livermore Laboratory University of California P.O. Box 808 Livermore, CA 94550 Dr. John Nuckolls (415) 422-6416
DoE	University Research Association, Inc.	Fermi National Accelerator Laboratory P.O. Box 500 Batavia, IL 60510 Dr. John Peoples (708) 840-3000
DoE	University of California	Los Alamos National Laboratory PO Box 1663, MS A100 Los Alamos, NM 87545 Dr. Siegfried Hecker (505) 667-5061

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Federal Agency	Administered by	FFRDC
DoE	Oak Ridge Associated Universities, Inc.	Oak Ridge Institute for Science & Education P.O. Box 117 Oak Ridge, TN 37831 Dr. Eugene Spejewski (615) 576-3480
DoE	Princeton University	Princeton Plasma Physics Laboratory PO Box 451 Princeton, NJ 08544 Dr. Ron Davidson (609) 243-3553
DoE	Stanford University	Stanford Linear Accelerator Center PO Box 439 Stanford, CA 94305 Dr. B. Richter (415) 926-3300
DoE	Lovelace Biomedical and Environmental Research Institute	Inhalation Toxicology Research Institute PO Box 5890 Albuquerque, NM 87115 Dr. Joe L Mauberly (505) 845-1037
DoE	Battelle Memorial Institute	Pacific Northwest Laboratories PO Box 999, Mail Stop K1-46 Richland, WA 99352 Dr. William R. Riley (509) 375-2559
DoE	Midwest Research Institute	National Renewable Energy Research Laboratory 1671 Cole Blvd. Golden, CO 80401 Dr. Dwayne Sunderman (303) 231-1000
HHS/NIH	Program Resources, Inc.; BioScience Laboratores, Inc.; Harlan Sprague Dawley, Inc.; Data Management Services, Inc.	Frederick Cancer Research and Development Center P.O. Box B Frederick, MD 21702 Dr. W.H. Kirsten (301) 846-1000
NASA	California Institute of Technology	Jet Propulsion Laboratory 4800 Oak Grove Drive

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Federal Agency	Administered by	FFRDC
		Mail Stop 180-904 Pasadena, CA 91109 Dr. Edward Stone (213) 354-8300
NSF	RAND Corp.	Critical Technologies Institute 2100 M St. NW; 8th Floor Washington, DC 20036 Mr. Steve Drezner (202) 296-5000
NSF	Cornell University	National Astronomy and Ionosphere Center Cornell University Space Sciences Bldg. Ithaca, NY 14853-6801 Dr. Tor Hagfors
NSF	University Corporation for Atmospheric Research	National Center for Atmospheric Research P.O. Box 3000 Boulder, CO 90307 Mr. Robert Serafin
NSF	Association of Universities for Research in Astronomy, Inc.	National Optical Astronomy Observatories 950 North Cherry Avenue P.O. Box 26732 Tucson, AZ 85726-6732 Dr. Sidney C. Wolff
NSF	Associated Universities, Inc.	National Radio Astronomy Observatory Edgemont Road Charlottesville, VA 22903-2475 Dr. Paul Vanden Bout
NRC	Southwest Research Institute	Center for Nuclear Waste Regulatory Analyses PO Drawer 28510 San Antonio, TX 78228-0510 Dr. Wes Patrick (512) 681-4884
DoT	MITRE Corp.	Center for Advanced Aviation System Development 7525 Colshire Drive

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Federal Agency	Administered by	FFRDC
		McLean, VA 22102 Mr. John J. Fearnside (703) 883-6000
IRS	IIT Research Institute	Tax Systems Modernization Institute 4600 Forbes Blvd., 2nd Floor Lanham, MD 20706 Dr. Don Milton (301) 731-8894

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